

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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UNITED STATES OF AMERICA,

Plaintiff,

-against-

ROCCO J. COROZZO,
a/k/a/ ROCCO JOSEPH COROZZO,

Defendant.
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MEMORANDUM AND ORDER

CV 10-2252

(Wexler, J.)

FILED

INCL. OFFICE

U.S. DISTRICT COURT, E.D.N.Y.

APPEARANCES:

PATRICK CHRISTOPHER, ESQ.
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Howard Beach, New York 11414
Attorney for Plaintiff

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LONG ISLAND OFFICE

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WEXLER, J.

This is a case commenced by the Plaintiff United States of America ("Plaintiff") to collect on three student loan extended to Defendant. Presently before the court is Plaintiff's motion for summary judgment.

Plaintiff's moving papers establish the making of three separate loans to Defendant and his execution of promissory notes with respect thereto, pursuant to the Higher Education Act of 1965, 20 U.S.C. §1070-1080. The first loan, in the amount of \$18,500 was made on or about June 26, 1995, and was disbursed in separate payments of \$10,000 and \$8,500 on August 11, 1995 and December 18, 1995, respectively (the "1995 Loan"). Defendant executed a promissory note with respect to the 1995 Loan in the amount of \$18,500 plus a variable interest rate. The second loan, in

the amount of \$18,500 was made on or about May 20, 1996, and was disbursed in separate payments of \$10,000 and \$8,500 on August 19, 1996 and December 16, 1996, respectively (the "1996 Loan"). Defendant executed a promissory note with respect to the 1996 Loan in the amount of \$18,500 plus a variable interest rate. The third loan, in the amount of \$18,500 was made on or about May 15, 1997, and was disbursed in separate payments of \$10,000 and \$8,500 on September 9, 1997 and November 11, 1997, respectively (the "1997 Loan"). Defendant executed a promissory note with respect to the 1997 Loan in the amount of \$18,500 plus a variable interest rate. Defendant has defaulted on the three promissory notes executed in connection with the 1995, 1996 and 1997 Loans.

Plaintiff has moved for summary judgment awarding it all amounts due under the three loans. Plaintiff has submitted documents showing entitlement to the relief sought, and Defendant has submitted no opposition. The court has reviewed the documents in connection with this motion and concludes that there is no question of fact precluding the award of summary judgment. Accordingly, Plaintiff's motion for summary judgment is granted. The Clerk of the Court is directed to terminate the motion appearing at docket number 23. Plaintiff is directed to submit an updated proposed judgment, including the amount sought in interest for review and execution by the court.

SO ORDERED.

s/ Leonard D. Wexler

LEONARD D. WEXLER
UNITED STATES DISTRICT JUDGE

Dated: Central Islip, New York
November 27 2012